8 1889 Phila. 48494

CONVEYANCER.
511 N. Third St. Philada.

Mortgage.

Charles Hetschel et ux.

to the

"Second Girard Avenue Building association of Philadelphia."

For $6000. with Int.

Siebeling Bros., Printers and Stationers, S. E. Cor. Fifth and Walnut Sts., Phila.

SATISFIED OF RECORD
is 24 day of Jany 1892
BEFORE ME
Deputy Recorder of Deeds

1.55

Jany. 14/89

3.25
50

Recorded in the Office for Recording of Deeds in and for the City & County of Philad^a in Mortgage Book G. G. P. No. 419 page 154 &c.

Witness my hand and seal of Office this Twenty day of January Anno Domini 1889

Recorder of Deeds

MORTGAGE—(B. A.)—*Parchment Paper.—O.*
[No. 252.]—Printed and Sold by SIEBELING BROS., S. E. cor. Fifth and Walnut Sts., Philad'a.

This Indenture, MADE THE

Fourteenth day of January in the year of our Lord one thousand eight hundred and eighty nine (1889) BETWEEN Charles Hetschel of the City of Philadelphia, Innkeeper and Barbara his wife of the one part and the "Second Girard Avenue Building Association of Philadelphia"

of the other part.

Whereas, the said Charles Hetschel in and by a certain Obligation or Writing obligatory under his hand and seal duly executed, bearing ~~even~~ date the twenty second day of June A.D. 1888, ~~herewith,~~ stands firmly bound unto the "Second Girard Avenue Building Association of Philadelphia" aforesaid, in the sum of Twelve thousand dollars lawful money of the United States of America, conditioned for the payment of the just sum of Six thousand dollars lawful money as aforesaid at any time within one year from the date thereof, together with lawful interest for the same, in like money payable monthly, and together with all fines imposed by the Constitution and By-Laws of the aforesaid Association, on the Fourth Monday of each and every month thereafter, and should also well and truly pay, or cause to be paid, unto the "Second Girard Avenue Building Association of Philadelphia" aforesaid, their Successors and Assigns, the sum of Thirty dollars on the said Fourth Monday of each and every month thereafter, as and for the monthly contribution on Thirty Shares of the Capital Stock of the "Second Girard Avenue Building Association of Philadelphia" aforesaid, now owned by the said Charles Hetschel without any fraud or further delay.

Provided, however, and it is thereby expressly agreed, that if at any time default should be made in the payment of the said principal money when due, or of the said interest, or of the said fines, or the monthly contribution on said Stock for the space of six months after any payment thereof should fall due, or if the said Charles Hetschel should not well and truly pay or cause to be paid the ~~interest~~ on prior mortgages and taxes, on the hereinafter described premises, when the same should become due and payable, and also should not well and truly pay or cause to be paid all and every such sum or sums as should thereafter be assessed by any public authority upon the said principal debt or sum, or upon the interest thereof, then and in such case the whole principal debt aforesaid should, at the option of the "Second Girard Avenue Building Association of Philadelphia" aforesaid, their Successors and Assigns, immediately thereupon become due, payable and recoverable, and payment of said principal sum, and all interest, and all fines thereon, as well as any contribution on said Thirty Shares of Stock then due, may be enforced and recovered at once, anything therein before contained to the contrary thereof notwithstanding. And it was therein further agreed that if the same or any part thereof has to be collected by proceedings at law, then an Attorney's fee of three per cent. should be added to the amount so collected as a part of the costs of such proceedings. And the said Charles Hetschel for himself, his Heirs, Executors, Administrators and Assigns, thereby expressly waived and relinquished unto the "Second Girard Avenue Building Association of Philadelphia" aforesaid, their Successors and Assigns, all benefit that might accrue to him or them by virtue of any and every law made or to be made exempting the premises hereinafter described or of any other premises or property whatever, from levy and sale under execution, or any part of the proceeds arising from the sale thereof, from the payment of the moneys thereby secured, or any part thereof, and the cost of such action and execution, as in and by the said above recited Obligation and the Condition thereof, relation being thereunto had may more fully and at large appear.

Now this Indenture witnesseth, that the said Charles Hetschel and Barbara his wife as well for and in consideration of the premises, as of the aforesaid debt or principal sum of Six thousand dollars and for the better securing the payment of the same, with interest, together with all fines, and together with the monthly contribution of Thirty dollars on the said Thirty Shares of Stock owned by the said Charles Hetschel unto the "Second Girard Avenue Building Association of Philadelphia" aforesaid, their Successors and Assigns, in discharge of the said above recited

Obligation as of the further sum of One Dollar, lawful money, unto them in hand well and truly paid by the "Second Girard Avenue Building Association of Philadelphia" aforesaid at the time of the execution hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the "Second Girard Avenue Building Association of Philadelphia", aforesaid, their Successors and Assigns.

All that certain lot or piece of ground with the Buildings and Improvements thereon erected situate in the Twenty eighth Ward of the City of Philadelphia aforesaid on the West side of Thirty fourth Street at the distance of sixty one feet eleven inches Southward from the South side of Huntingdon Street, thence extending Southward along the West side of the said Thirty fourth Street, sixty five feet four and seven eighth inches to an angle in said Thirty fourth Street, thence extending Southeastward along the Southwest side of said Thirty fourth Street as revised forty seven feet eight and one eighth inches to a point, thence extending Southwestward at right angles to said Thirty fourth Street along the premises of the said Barbara Hetschel, one hundred feet to the Northeast side of said Ridge Avenue (one hundred feet wide), thence extending Northwestward along the Northeast side of said Ridge Avenue one hundred and forty one feet two and one half inches to a point, thence extending Northeastward at right angles with said Ridge avenue, forty four feet one and one half inches to a point, thence extending Eastward on a line at right angles to said Thirty fourth Street, sixty four feet one and one half inches to the West side of said Thirty fourth Street and place of beginning. The greater part thereof Being part of a larger lot or piece of ground which Caroline Duhring and others by a certain Indenture bearing date the Eighth day of November, A. D. 1871 and recorded in the office for the Recording of Deeds &c, in and for the City and County of Philadelphia in Deed Book, J. A. H. No. 189 Page 359 &c, granted and conveyed unto Barbara Engelhard (who has since intermarried with the said Charles Hetschel) in fee. and the remaining part thereof Being the whole of a certain triangular lot or piece of ground which the said Caroline Duhring and others by a certain Indenture bearing date the Thirteenth day of March, A. D. 1875 and recorded as aforesaid in Deed Book, F. T. W. No. 212 Page 614 &c, granted and conveyed unto the said Barbara Engelhard (intermarried as above recited) in fee. and Also, all that certain lot or piece of ground situate in the Ward and City aforesaid. Beginning at a corner point formed by the intersection of the Southwestwardly side of the said Ridge Avenue and the Southwardly side of Susquehanna avenue, thence extending Westwardly along the South side of the said Susquehanna avenue, seventy six feet to a point, thence extending Southwardly on a line at right angles with the said Susquehanna avenue along ground now or late of Mark Devine, one hundred and twelve feet three and a half inches to a point, thence extending Northeastwardly on a line at right angles with the said Ridge avenue along ground now or late of Charles Dingee, one hundred and thirty four feet four and seven eighth inches to the Southwest side of the said Ridge avenue and thence extending Northwestwardly along the same seventeen feet ten and three eighths inches to the South side of the said Susquehanna avenue, being the first mentioned point and place of beginning. Being the same premises which the said Mark Devine and Elizabeth W. his wife, by a certain Indenture bearing date the twenty ninth day of September, A. D. 1884, and recorded as aforesaid in Deed Book, J. C. D. No. 222 Page 452 &c, granted and conveyed unto the said Charles Hetschel in fee.

Under and Subject nevertheless (as respects the premises first above described) to the payment of a certain mortgage debt or principal sum of Eight thousand dollars with interest secured upon said premises by a certain Indenture of Mortgage, given and executed by the said Barbara Engelhard (intermarried as above recited) to the Provident Life and Trust Company of Philadelphia, Committee &c, bearing date the Nineteenth day of May, A. D. 1875 and recorded as aforesaid in Mortgage Book, F. T. W. No. 254 Page 240 &c. and Also, Under and Subject (as respects the premises last above described) to the payment of a certain mortgage debt or principal sum of Seven thousand six hundred dollars with interest, secured upon said premises by a certain Indenture of Mortgage, given and executed by the said Charles Hetschel to Mark Devine bearing date the twenty ninth day of September, A. D. 1884 and recorded as aforesaid in Mortgage Book, J. C. D. No. 200 Page 76 &c.

Together with all and singular the Buildings, Streets, Alleys, Passages, Ways, Waters, Water-Courses, Rights, Liberties, Privileges, Improvements, Hereditaments and Appurtenances whatsoever thereunto belonging or in any wise appertaining and the Reversions and Remainders, Rents, Issues and Profits thereof,

To have and to hold the said lots or pieces of ground with the Buildings and Improvements thereon erected above described

Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the "Second Girard Avenue Building Association of Philadelphia" aforesaid, their Successors and Assigns, to and for the only proper use and behoof of the "Second Girard Avenue Building Association of Philadelphia" aforesaid, their Successors and Assigns for ever.

Provided always, nevertheless, that if the said Charles Hetschel and Barbara his wife, their Heirs, Executors, Administrators or Assigns, do and shall well and truly pay, or cause to be paid, unto the "Second Girard Avenue Building Association of Philadelphia" aforesaid, their Successors or Assigns, the aforesaid debt or principal sum of Six thousand dollars together with lawful interest, and together with the fines aforesaid, on the days and times hereinbefore mentioned and appointed for payment of the same; and shall also well and truly pay, or cause to be paid, to the "Second Girard Avenue Building Association of Philadelphia" aforesaid, their Successors or Assigns, the above mentioned sum of Thirty dollars on the Fourth Monday of every month, as and for the contribution on the said Thirty Shares of Stock as above mentioned according to the condition of the said above recited Obligation without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of any thing, for or in respect of any taxes, charges or assessments whatsoever, that then, and from thenceforth, as well this present **Indenture,** and the estate hereby granted, as the said above recited Obligation shall cease, determine, and become void, any thing hereinbefore contained to the contrary thereof, in any wise notwithstanding. **Provided further,** in case of default in the payment of the principal, interest or fines as aforesaid, or any part thereof, or in default of the payment of the monthly contribution on the said Thirty Shares of Stock, as above particularly recited and mentioned, or any part thereof, for the space of six months after any payment thereof shall fall due, or if the said Charles Hetschel and Barbara his wife shall not well and truly pay, or cause to be paid, the interest on prior mortgages and taxes, on the above described premises, when the same shall become due and payable, and also shall not well and truly pay or cause to be paid all and every such sum or sums as shall hereafter be assessed by any public authority upon the said principal debt or sum, or upon the interest thereof, then and in such case the whole principal debt aforesaid shall immediately thereupon become due, payable and recoverable; and it shall and may be lawful for the "Second Girard Avenue Building Association of Philadelphia" aforesaid, their Successors or Assigns, to sue out forthwith a writ of Scire Facias upon this present Indenture of Mortgage, and to proceed at once thereon to recover the principal money hereby secured, and all interest and all fines thereon, as well as any contribution on said Thirty Shares of Stock then due, according to law, without further stay, any law or usuage to the contrary notwithstanding. And it is hereby agreed, that in case the same or any part thereof has to be collected by process of law, that an Attorney's fee of three per cent. shall be added to and collected as a part of the costs of such proceedings. And the said Charles Hetschel and Barbara his wife for themselves, their Heirs, Executors, Administrators and Assigns, hereby waive and relinquish unto the "Second Girard Avenue Building Association of Philadelphia" aforesaid, their Successors and Assigns, all benefit that may accrue to them by virtue of any and every law made or to be made to exempt the said above described premises from levy and sale under execution, or any part of the proceeds arising from the sale thereof, from the payment of the moneys hereby secured, or any part thereof.

In Witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals. Dated the day and year first above written.

SEALED AND DELIVERED

IN THE PRESENCE OF US,

Note the words "lived and" hereinbefore on the 12th line of 1st page stricken out and the words "the twenty second day of June, a D 1883" interlined between the 11th & 12th lines of 1st page, all done before the execution hereof.

Chas. W. Miller

Frank Wm Eyre

Chas Hetschel

Barbara Hetschel

On the Fourteenth day of January Anno Domini 1889 before me, the subscriber a Notary Public for the Commonwealth of Pennsylvania, and residing in Philadelphia personally appeared the above named Charles Hetschel and Barbara his wife

and in due form of law acknowledged the above **Indenture of Mortgage** to be their and each of their act and deed, and desired the same might be recorded as such. and the said Barbara being of full age and separate and apart from her said husband by me thereon privately examined, and the full contents of the above Indenture of Mortgage, being by me first made known unto her did thereupon declare and say that she did voluntarily and of her own free will and accord, sign, seal, and as her act and deed, deliver the above written Indenture of Mortgage, without any coercion or compulsion of her said husband.

WITNESS my hand and Notarial seal the day and year aforesaid.

Chas. W. Miller

Notary Public

CHARLES W. MILLER, NOTARY PUBLIC, PHILAD'A.